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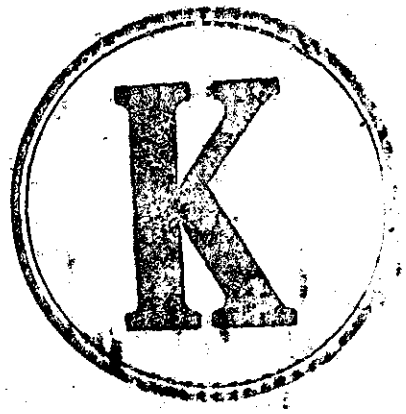

Agn Misc
Part - I

Legal Dept
Branch
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Miscellaneous Agreements

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Agn Misc/Stp
Part I

Legal Department
E Branch

Miscellaneous Agreements

An agreement made this day of 1951 between Shah Manekji Visanji of Kumta (hereinafter called "the Applicant") of theone part and the Governor of Bombay (hereinafter called "the Government") of the other part.

Whereas an application has been made by the Applicant to the Government for permission to excavate an area of 2 gunthas out of Survey No. 106 of Hulgol Village in Sirsi Taluka of Kanara District (hereinafter referred to as "the said land") for the purpose of seeking for treasure trove, And Whereas the Government has agreed to grant the said permission to the Applicant upon the terms and conditions hereinafter mentioned And Whereas in pursuant of the said terms the applicant has deposited with the Mamlatdar of Sirsi a sum of Rs. 300/- (Rupees three hundred) as security for the due performance by the Applicant of the conditions hereinafter expressed.

Now, therefore, in consideration of the conditions and covenants hereinafter contained and on the part of the Applican to be respectively performed and observed the Government doth hereby permit the Applicant to excavate the said land for the purpose of finding out treasures trove for a term of 15 days commencing from the day of 1951 and expiring on the day of

1951 subject to the conditions, restrictions and stipulations hereinafter contained.

The said conditions are as follows :-

(1) The trees in the land shall not be cut or damaged without previous permission of the Mamalatdar of Sirsi and if any trees are cut with the permission of the Mamlatdar the value thereof shall be paid to the Government.

(2) The Applicant shall pay surface rent of Rupees two at the rate of rupee one per guntha.

(3) The pits and hollows shall be filled in by the applicant at his own expense on completion of the work.

(4) The Applicant shall also pay the charges which may be incurred by Government to supervise the whole work, viz. the present pay and allowance of such circle Inspector and Police Head Constable as may be deputed for the purpose.

(5) 1/3rd of the find if any, shall be paid to the Government.

(6) No material excavated (except the treasure) shall be disposed of by the Applicant.

(7) If during the course of excavation any built up structure is exposed, the excavation of this site shall be suspended until a representative of the Archaeological Department consents to further excavation provided always that this consent

consent or objection by the representative of the Archaelogical Department shall be given within a period of seven days of the date on which notice is given to the Mamlatdar that a built up structure has been exposed.

(8) In the eventuality of any articles of value or a closed receptacle believed to contain valuables being exposed in the course of excavation, the articles or receiptacle so exposed should be sealed jointly by the Applicant or his duly notified representative and the officer appointed by the Mamlatdar of Sirsi to supervise the work of excavation. The sealed articles shall then be removed at the expense of the Applicant to the Sub treasury at Sirsi and shall remain there with the seals in tact till these are broken by the Prant Officer, Sirsi Division or other officer nominated by the Collector, provided that the seals shall be removed only in the presence of the Applicant or his representative.

(9) No excavation shall be made within 30 feet from buildings and roads if any.

(10) Any distribution of the treasure between the Applicant and Government, as the owner of the place in which the treasure is found, will be subject to the procedure laid down under sections 4, 5, 6, 7, 8 and 9 of the Indian Treasure Trove Act, 1879.

(11) If the Applicant commits a breach of any of the terms and conditions herein contained and on the part of the Applicant to be observed and performed, the Collector of Kanara may at his discretion forfeit to Government the said sum of Rs. 300/- deposited with Government or such portion thereof as he may deem fit.

(12) The Applicant shall bear the stamp-duty payable in respect of this Agreement.

In witness whereof the Applicant has hereunto set his hand and the Collector of Kanara has set his hand and seal on behalf of the Governor of Bombay the day and the year first above written.

Signed and delivered by

the above named Applicant
in the presence of
1)
2)

Signed sealed and delivered
by Shri
Collector of Kanara
in the presence of :-
1)
2).

5 1/65

Legal Department.

A revised draft Agreement is appended.

RBN 2/2

Solicitor to Government.

U.R.to R.D.,No. 2066 dated the 3rd February 1951.

MRP.
1/2.

Issued
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Submitted after mine
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Answd 5/2

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Draft agreement for the Splint Factory in Kanara District.

....

AN AGREEMENT made at the day of One thousand nine hundred and fifty one between THE GOVERNOR OF BOMBAY hereinafter called "The Government" (which expression shall unless the context does not so admit include his successors in office and assigns) of the one part ~~of~~ and ~~of~~ THE HINDAMATA INDUSTRIES LIMITED, Hubli, a company incorporated under the Indian Companies Act, 1913, and having its registered office at Hubli hereinafter called "the Company" (which expression shall unless the context does not so admit include its successors in business) of the other part.

WHEREAS the Company is desirous of starting a Factory at . in the District, for the manufacture of match splints ~~and allied products~~.

AND WHEREAS the Company has requested the Government to grant to it a concession for the purposes of the said factory for a period of thirty years for the extraction of timber in the areas mentioned hereafter for the manufacturing of match splints ~~and allied products as aforesaid~~, which the Government has agreed to do upon certain terms and conditions.

AND WHEREAS before signing this agreement the Company has deposited with the Divisional Forest Officer, (hereinafter called "the Divisional Forest Officer") a sum of Rupees ten thousand as security for the due compliance with and the performance by the Company of all the terms and conditions of this agreement so far as they are to be observed and performed by the Company

AND WHEREAS by a rule under section 76, clause (d) of the Indian Forest Act, 1927, hereinafter called "the said Act" whoever enters into any contract with any Forest Officer acting on behalf of Government shall if

if so required by such Forest Officer, bind himself by a written instrument to perform such contract .

NOW THIS AGREEMENT WITNESSETH as follows:-

(1) For a period of thirty years from the day of 1951 the Company shall have the concession to extract timber from the forest areas specified hereinafter of the following species :-

1. Bombax Malabaricum.
2. Mangifera indica.
3. Alstonia scholaris.
4. Holigarna species.

and of such other species as can or may be suitable for being used only for the manufacture of match splints after carrying out necessary research and experiments ~~and other allied products~~ to the satisfaction of the Chief Conservator of Forests, State of Bombay (hereinafter called the Chief Conservator") at (i) a concession rate of Rs.31/- per ton of 50 Cft., for the first 7 years and (ii) thereafter at the revised rates to be sanctioned by the Government every 5 years provided that any enhancement of the rate at each revision shall not exceed more than 25% of the basic rate of Rs.31/- per ton of 50 cft. on condition that, the company shall extract and remove a minimum quantity of 1600 tons of wood every year.

(2) The concession mentioned in clause 1 will be available in the Yellapur-Sirsi forest areas as shown in the sketch amnnxed hereto

(3) The Company will have the licence and authority to ply its carts or motor vehicles on all forest roads free of toll, subject to periodical closures and other traffic restrictions which the Divisional Forest Officer may from time to time prescribe to all similar vehicles to whomsoever they belong for keeping the road clear from damage. Reciprocally all roads constructed by the Company, except those within the factory area shall be open for traffic to the Government free of any toll or other payment.

(4) The Company will have the permission to quarry stone and earth for its own factory, buildings or road construction purposes or to quarry earth for bricks or tiles for its own factory or building purposes at the usual market rates to be fixed by the Conservator of Forests, Southern Circle, or at schedule rates if special schedule rates for commercial concerns are operative, from sites approved by the Divisional Forest Officer.

(5)(a) The Govt. will arrange for the marking and extraction of timber from the forests to the factory site. The marking will be carried out according to the girth limits and prescriptions laid down by the Divisional Forest Officer, Working Plans, Southern Circle. The sequence of exploitation will also be laid down by that officer on a felling cycle of about 25 to 30 years to ensure a sustained supply. The Company shall pay to the Government the bill presented by the latter in respect of marking and extraction before the end of the month in which it is presented, failing which the Company shall be liable to pay the interest at 6¼% per annum from the first of the month following that in which the bill is presented to the date of payment. Similarly the cost of extraction and delivery of timber at roadside depots adjoining the extraction area and also the royalty of timber supplied shall be paid in the manner as indicated above. In the event of the failure on the part of the Company to pay the amounts due within 3 months from the date of presentation of the bills the Government may stop further supplies of timber to the Company which will be served with a notice to pay off the dues with interest by a specified date and in default of payment by such specified date without prejudice to the other remedies of the Government be recovered as an arrear of land revenue under the Indian Forest Act.

(4) The Company will have the permission to quarry stone and earth for its own factory, buildings or road construction purposes or to quarry earth for bricks or tiles for its own factory or building purposes at the usual market rates to be fixed by the Conservator of Forests, Southern Circle, or at schedule rates if special schedule rates for commercial concerns are operative, from sites approved by the Divisional Forest Officer.

(5)(a) The Govt. will arrange for the marking and extraction of timber from the forests to the factory site. The marking will be carried out according to the girth limits and prescriptions laid down by the Divisional Forest Officer, Working Plans, Southern Circle. The sequence of exploitation will also be laid down by that officer on a felling cycle of about 25 to 30 years to ensure a sustained supply. The Company shall pay to the Government the bill presented by the latter in respect of marking and extraction before the end of the month in which it is presented, failing which the Company shall be liable to pay the interest at 6¼% per annum from the first of the month following that in which the bill is presented to the date of payment. Similarly the cost of extraction and delivery of timber at roadside depots adjoining the extraction area and also the royalty of timber supplied shall be paid in the manner as indicated above. In the event of the failure on the part of the Company to pay the amounts due within 3 months from the date of presentation of the bills the Government may stop further supplies of timber to the Company which will be served with a notice to pay off the dues with interest by a specified date and in default of payment by such ~~specification~~ specified date, ~~without prejudice~~ the amounts due shall with prejudice to the other remedies of ~~this~~ the Government be recovered as an arrear of land revenue under section 82 of the Indian Forest Act.

(b) The Government will depute its subordinate or subordinates for measuring and delivering over the Company's timber, for issuing transit passes in and from the depot. The pay and allowances of the subordinate or subordinates so appointed will be paid by the Company. The Company will pay on demand the amount required to defray the cost of their pay and allowances of all descriptions, leave and pension contributions, dress fund, etc. fixed by the Conservator of Forests, Southern Circle, who will have power to appoint more than one special officer for the purpose, if in his opinion one such officer is unable to deal with the estimated intake of raw material. They pay and allowances of the additional officer or officers will also be borne and paid by the Company.

(6) The Company will be allowed to use water of the rivers with their tributories passing through their concession area free of charge but shall abstain from doing any act which is likely to pollute the water supply of surrounding villages. The Company shall not construct dams across the rivers or their tributories without the permission of the Conservator of Forests.

(7) The Company will be permitted to use two tons (unladen weight) lorries in forest areas to minimise transport expenses, provided previous permission of the District Magistrate concerned is obtained.

(8) The Company will not be entitled to any special concession for the supply of timber, bamboos, stones etc., for the purpose of constructing factory, buildings, packings etc., but the Government will supply the necessary forest material to the Company at the usual market rates as fixed by the Conservator of Forests,

Sourthern Circle.

(9) The Company will have the licence and authority of its own cost to construct any roads or slides that may be required for extraction or transport of timber in consultation with and with the approval of the Divisional Forest Officer and to use all water ways within the concession area for this purpose, in case the Company itself undertakes the extraction work.

(10) The Government will recommend the Company for the grant of import licenses for machinery and the Company shall start the production within two years from the date of execution of this agreement.

(11) The Government will not grant any concession for the extraction of wood for the manufacture of match splints in the areas mentioned in clause 2 to any other Company during the period of 30 years stipulated in clause 1 above, but if the Company fails to establish the factory and get into production to the satisfaction of Government within 2 years from the date of execution of the agreement, Government will be at liberty to grant concessions to other Companies applying for similar concessions. If the Company's intake of available raw material shall be less than tons per month from onwards, the Government will be free to grant any concessions in the said areas to any other Company.

(12) During the continuance of this Agreement ~~for~~ Government will not grant permission to any other person to start any similar or other allied industry in the said area. In the case of such raw material which may not be useful for manufacturing match splints ~~a [illegible] allied products~~ the Company will at the discretion

of the Chief Conservator be permitted to dispose of the same at the market rates and in the absence of the market rates at the usual permit rates.

(13) The Company will have the licence and authority to ply its own ferry across the rivers in forest areas for the benefit of its employees or for the transport of its goods and for such purposes shall have access to the ferry terminal.

(14) The Company shall not employ any labour engaged in the Government Sawmill or working for the Forest Department and this shall be reciprocal. Similarly the Company shall not employ for its manufacture purposes local labour with detriment to the agricultural pursuits or other essential works of the country. For this purpose it should evolve a seasonal scheme whereby such local labour can be so employed without such detriment to the agriculture or essential works.

(15) The Company shall not supply splints to any match factories outside the State of Bombay without the previous consent of the Chief Conservator of Forests, State of Bombay.

(16) The Company shall supply to the Government or to the persons named by it match splints to the extent of 30% of the production on demand made at a cost price or at the price to be determined by the Chief Conservator of Forests after taking into consideration the cost of production of the Company for the purpose of Cottage Industry.

(17) (a) The Company shall provide suitable housing accommodation and medical attendance to its employees as recommended by the Labour Department of the Government.

(b) The Company shall make proper arrangements to provide clear drinking water to its employees.

(c) The Company shall pay wages to its employees at the scales not less than those recommended from time to time by the Labour Commission.

(18) The amount of royalty, rent or any other amount due under the agreement shall be paid to the Divisional Forest Officer on behalf of Government. If and whenever any part of the rent, royalty or any other amount due under this agreement shall be in arrear, the Company shall be liable to pay interest at 6¼% per annum from the due date to the date of payment and all sums due shall be recoverable from the Company in accordance with section 83 of the said Act or as an arrear of land Revenue in accordance with section 82 and 85 of the said Act or in both ways. If the said rent or royalty due under this agreement hereby reserved shall be in arrear for the space of 30 days whether the same shall be legally demanded or not or if any other amount due under this agreement shall be in arrear for the space of 30 days after it shall have been legally demanded or whenever there shall be a breach of any of the covenants or conditions by the Company which shall not have been rectified within a reasonable time (as to which Government will be the sole judge) of their having been officially brought to the Company's notice, the Government will be at liberty to terminate this agreement and to forfeit the said deposit.

(19) The Company shall -

(a) Pay the full amount of royalty on the wood supplied to it under this Agreement and shall also pay all the charges for marking, extraction, carting and supervision mentioned in clause 5(a), whether the whole of the material so supplied is used by it or not.

(b) Submit from time to time to the Divisional Forest Officer the name, age and address of every person whom it may propose to employ in superintending its operations in the factory site and in the depots fixed for measurement of the wood and shall supply such person with a certificate of appointment which shall be countersigned by the Divisional Forest Officer, but it shall not employ nor continue to employ any such person to whom the Divisional Forest Officer may object.

(c) When called upon to do so by any authorised Forest Officer take charge of and keep safely the book called "the Contractor's book", which it shall produce immediately on demand by such Forest Officer and shall return the same to such Forest Officer on expiry of the operations in the Forest each year. Any notice written by the authorised Forest Officer in this book shall be considered as a notice issued in conformity with this agreement.

Non-compliance with any of the aforesaid conditions in this agreement in respect of each and every particular tree and stool shall be deemed to be a distinct and separate breach for the purpose of the penalty clause.

(20) The Company, its servants and agents shall not

(a) assign or sublet this contra[redacted] or any portion thereof to any person whatsoever without the previous permission in writing of the Government;

(b) continue any operations in the concession area after expiry or termination of agreement;

(c) remove any timber from the depot fixed or pointed out by the Divisional Forest Officer, (i) otherwise than under cover of a pass in accordance with the Bombay Forest Rules in force under Section 41 of the said Act, issued by some person duly authorised under the said rules to sign and issue such pass, and with all the information required by the said rules duly entered therein or (ii) by any route or routes other than that or those approved by the Divisional Forest Officer; this condition does not apply to articles which it is permitted to manufacture under the terms of this agreement in transit from the factory area to the nearest Railway Station or sea port.

(d) remove any timber from the said depot without the permission of the Divisional Forest Officer unless the conditions as to payment for the time being have been duly fulfilled;

(e) stack or keep any material at any place within the limits of the Forest other than the authorised depots;

(21) The Company shall

(a) defray all expenses which may be incurred in felling, converting and removing the trees to which this contract applies, including any compensation payable under the Workmen's Compensation Act, 1923 (VIII of 1923), to workmen employed by it;

(b) In the event of the whole or any portion of this contract being sublet with the written permission of the Government be responsible for the acts and omissions of the Sub-contractors and their servants as if they were the servants of the Company;

(c) pay forthwith on demand to the Government for the amount of damages which the Divisional Forest Officer may, by order in writing on account of any injury caused to any forest produce belonging to Government within the area under working by illicit cutting, by fire or by cattle grazing, if such cutting or fire is traceable to any act or omission of the Company, its servants or agents, or if such cattle belong to or have been allowed to graze by the Company, its servants or agents.

(d) pay all such expenses as the Divisional Forest Officer may determine to be necessary for, or to have been incurred in the execution of any work or thing to be done, which by the conditions hereinbefore contained it has bound itself to perform or do and which on requisition made by the Divisional Forest Officer it has failed or omitted within the time specified in such requisition to perform or do.

22. Any timber removed from the depot otherwise than in accordance with the conditions herein before contained shall be liable to seizure by any Forest or Police Officers and when so seized, shall be forfeited to Government;

23. Any timber remaining in the depot aforesaid or any where within the limits of the forests, after the expiry or termination of this agreement shall be the property of Government and may be removed from the said forest by the Divisional Forest Officer;

24. If, in the opinion of the Divisional Forest Officer, the Company or any of its servants or agents has or have broken, evaded or failed to fulfil any of the conditions hereinafter hereinbefore contained or infringed any provision of the forest law or rules for the time being in force, it shall be lawful for the said Divisional Forest Officer by a notice in writing to be served upon the Company to appropriate the Company's deposit or any part thereof (whether it may be in the form of Government promissory noted or postal cash certificates or currency notes or cash) or out of any other money of the Company in the possession of any Forest Officer towards the amounts due and payable by the Company to the Government whether by way of penalty, damages or otherwise however.

Provided always that nothing in this clause shall affect the liability of the Company, or any of its servants or agents to criminal prosecution for any offence committed by it or them against the law or rules for the time being in force.

25. All moneys payable by the Company to Government under or by virtue of this Agreement whether as rent, royalty, penalty, damages or otherwise howsoever shall without prejudice to the other remedies of the Government be recoverable from the Company under section 85 of the said Act as arr ars of land revenue.

26. The company shall Co-opt on the Board of Directors one director nominated by the Government and modify the Articles of Association so as to make due provision for such nomination. The Director nominated by the Government of Bombay shall not be liable to retire by rotation nor shall he be required to hold any qualification shares.

24. If, in the opinion of the Divisional Forest Officer, the Company or any of its servants or agents has or have broken, evaded or failed to fulfil any of the conditions hereinbefore contained or infringed any provision of the forest law or rules for the time being in force, it shall be lawful for the said Divisional Forest Officer by a notice in writing to be served upon the Company to appropriate the Company's deposit or any part thereof (whether it may be in the form of Government promissory noted or postal cash certificates or currency notes or cash) or out of any other money of the Company in the possession of any Forest Officer towards the amounts due and payable by the Company to the Government whether by way of penalty, damages or otherwise however.

Provided always that nothing in this clause shall affect the liability of the Company, or any of its servants or agents to criminal prosecution for any offence committed by it or them against the law or rules for the time being in force.

25. All moneys payable by the Company to Government under or by virtue of this Agreement whether as rent, royalty, penalty, damages or otherwise howsoever shall without prejudice to the other remedies of the Government be recoverable from the Company under section 85 of the said Act as arr ars of land revenue.

26. The Company shall Co-opt on the Board of Directors one director nominated by the Government and modify the Articles of Association so as to make due provision for such nomination. The Director nominated by the Government of Bombay shall not be liable to retire by rotation nor shall he be required h to hold any qualification shares.

27. AND IN CONSIDERATION OF THE PREMISES the Government [redacted] hereby agree with the Company that if it shall well and duly perform this contract, it shall enjoy for and within the period and subject to the restrictions and conditions hereinbefore stipulated the privilege of receiving timber for the purpose of manufacture permitted under this agreement;

AND it is further hereby agreed between the parties that in this agreement --

(1) the term "Divisional Forest Officer" shall be deemed to mean the Divisional Forest Officer --- or any Forest Officer authorised by him in writing to act in the matter of the clause in which the said term is employed;

(2) the term "Conservator of Forests" shall be deemed to mean the officer for the time being.

(28) And it is hereby expressly agreed and declared that in consideration of the concessions hereby granted to it the Company hereby doth bind itself to pefform every duty and act expressed in the terms, conditions and covenants hereinbefore contained as to be performed by the Company and doth h reby further covenant with the Government that the Company, its servants and agents will abstain from every act expressed in the terms, conditions and covenants hereinbefore contained as to be abstained from and doth hereby agree, in case of any breach of any of the said terms, conditions and covenants hereinbefore contained

to pay to the Government through the Divisional Forest Officer on demand made in that behalf by him the sum of one hundred rupees for each such breach and that the said sum of one hundred rupees will, in accordance with Section 85 of the said Act, be recoverable from the Company as an arrear of land r venue without prejudice to any other remedy which the Government may have against the Company under this agreement. in respect of the said breach.

IN WITNESS WHEREOF the Governor of Bombay hath caused the Conservator of Forests, Southern Circle, Belgaum to set his hand and affix his official seal hereto on his behalf and the Common seal of the Hindamata Industries Ltd. has been affixed hereto the day and year first above written.

Signed, sealed and delivered by Shri _____ Conservator of Forests, Southern Circle, Belgaum in the presence of -

1.

2.

The Common Seal of the Hindamata Industries Ltd. was affixed hereto pursuant to a resolution of the Board of Directors of the Company dated _____ in the presence of

1.

2.

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Legal Department.

A revised draft Agreement is appended.

RN 5/3
OC Solicitor to Government.

U.R.to A.& F.D.,No. 3871, dated the 8th March 1951.

MRP.
5/3.

Issued
OC 8/3.

Submitted after recess

Felicia Agn Nisi/57

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